



ANNEX IX

CONFIDENTIALITY UNDERTAKING

to be signed by Individual(s)

I, (Title) (Name) (Surname)

In view of the following definitions:

“EBA Activities” encompass (but is not restricted to) activities related to my role and responsibilities at the European Banking Authority (“EBA”), any meeting (including meeting preparation and follow-up), associated discussion or any other related activity of the EBA’s boards, panels, standing committees, colleges, its working parties, sub-groups, or any other meeting related to the EBA.

“Confidential Information” means all information, facts, data and any other matters of which I acquire knowledge, either directly or indirectly, as a result of my EBA activities.

“Confidential Documents” mean all drafts, preparatory information, documents and any other material, together with any information contained therein, to which I have access, either directly or indirectly, as a result of my participation in EBA activities. Furthermore, any records or notes made by me relating to Confidential Information or Confidential Documents shall be treated as Confidential Documents.

I acknowledge that I may, in the course of the work that the EBA has asked me to carry out, obtain information (whether or not in documentary form) relating to the EBA and its internal affairs, and information about third parties. I also understand that I may be invited to participate either directly or indirectly in certain EBA activities and hereby undertake:

- 1. to treat all Confidential Information and Confidential Documents under conditions of strict confidentiality.**
- 2. not to disclose (or authorise any other person to disclose) in any way to any third party¹ any Confidential Information or Confidential Document without the EBA’s prior written consent.**
- 3. not to use (or authorise any other person to use) any Confidential Information or Confidential Document other than for the purposes of my work in connection with EBA activities.**
- 4. to dispose of Confidential Documents as confidential material as soon as I have no further use for them.**

Upon termination, all confidential information held should be collected and returned to the EBA. This includes electronic and print versions.

¹ Third party does not include employees of the National Competent Authorities who either have employment contracts that provide confidentiality obligations or are encompassed by confidentiality obligations under national legislation on professional secrecy.

I also understand that I am subject to the EBA Management Board Decision on Professional Secrecy and Confidentiality (Decision EBA DC 004 EBA) of 12 January 2011.

This undertaking shall not be limited in time, but shall not apply to any document or information that I can reasonably prove was known to me before the date of this undertaking or which becomes public knowledge otherwise than as a result of a breach of any of the above undertakings.

I acknowledge that, where disclosure of the information I obtain is controlled by statutory provision, I may be prosecuted for wrongful disclosure.

I further understand that for the period of my stay at the EBA, will not have responsibility for social security obligations, allowances and expenses.

I HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO ITS TERMS.

I acknowledge having received a fully executed copy of this agreement.

Signed

Date

In witness of the EBA Principal HR Officer: